RENTER AGREEMENT for {PNAME}

Arriving: {BARR} ({BCHECKIN} or later)

Departing: {BDEP}({BCHECKOUTTIME}) or earlier)

Staying: {BNNGHTS} Party Size: {BNGUEST}

Property	Dates	Renter (or "Guest")
Name: {PNAME} Capacity: {PMAXGUESTS} Phone: Address: {PADDRS}	Arrival Date: {BARR} Departure Date: {BDEP} Booked Nights: {BNNGHTS} Check-In Time: Standard Check-in at 4:00 PM Check-Out Time: Standard Check-out at 10:00 AM	Name: {CFULL} Phone: {CPHONE} Email: {CEMAIL} Address: {CADDRM}

{BCTAB}

** Please note that if you paid via VRBO or AirBNB that the taxes and listing fees paid WILL NOT be shown on this rental agreement. Those fees are collected directly by the booking company and remitted on our behalf. Therefore, you will see a difference in total paid vs. what we reflect on this agreement.

This Renter Agreement ("Agreement") is made and effective {BBKDT} ("Agreement Date") between IOP Escapes ("Owner and/or Manager") and {CFULL}("Guest") regarding the property known as {PNAME} ("Rental Property") which is located at: {PADDRS}

This Agreement applies to the Guest's stay at Rental Property from {BARR} to {BDEP} but also applies to any other dates which may be included if the reservation is changed.

This Agreement applies to all members of the Guest's party no matter the age or affiliation. Guest acknowledges that Guest is responsible for sharing the renter agreement, and its requirements, with all members of the Guest's party and anyone else permitted onto the Rental Property by the Guest.

In consideration of the rent received and the mutual promises contained herein, Owner of the Rental Property does hereby lease and rent to Guest(s) such Rental Property under the following terms and conditions:

1. Guest agrees to abide by all rules and regulations contained herein or posted on the premises related to the Rental Property. Guests obligations include but are not limited to keeping the premises as clean and safe as the conditions of the premises permit and causing no unsafe or unsanitary conditions in the common area and remainder of the premises that Guest uses. Guests agree not to use the premises for any commercial activities or purpose that violates any criminal law or governmental regulation. Guest's breach of any duty contained in this paragraph shall be considered material and shall result in the termination of guest occupancy with no refund of any kind.

- 2. In no event shall the Rental Property be occupied by more persons than the capacity of the property as stated on the web site. Occupancy limits for the property, which is set by the City of Isle of Palms is {PXMACOCC} people over the age of two years old. Maximum number of cars authorized to park on the property is {PXCARS}. No fraternities, school, civic, or other non-family groups are allowed unless Owner grants prior approval. In no event shall Guests assign or sublet the Rental Property in whole or in part. Violations of these rules are grounds for expedited eviction with no refund of any kind. Guests hereby acknowledge and grant specific permission to Owner or Property Manager to enter premises at any time for inspection purposes should Owner or Property Manager reasonably believe that Guests are causing or have caused any damage to Rental Property. Guest further agrees to grant Owner access to Rental Property for purposes of maintenance and repair. If listed "For Sale", Guests agree to grant access by scheduled appointment upon notification.
- 3. In the event Guest wishes to terminate this agreement, Travel Insurance, Damage Protection and any processing or administrative fees are non-refundable. The refund policy is as follows: {PCANPOL}
- 4. A payment of 50% is taken by Owner at the time of the booking. Any remaining balance must be paid 30 days prior to the arrival date, or this Agreement may be cancelled by the sole option of the Owner. All Offline/Manual Payments should be mailed to: IOP Escapes, LLC 1150 Hungryneck Blvd. Suite C187, Mount Pleasant, SC 29451.
- 5. This property and its furnishings are privately owned. Guest acknowledges that Guest is a licensee of the owner and not a tenant. Guest is not acquiring any interest in the property. Guest agrees to compensate owner for any damages above and beyond normal wear and tear, excessive cleaning requirements, and/or missing or broken household items. A refundable security deposit is due prior to occupancy. If paying via credit card, a security deposit hold will be placed on the credit card 3 days prior to arrival. If paying via check, the security deposit will be deposited along with the initial rental payment (50% of the rental fee). The deposit will be returned within fifteen (15) days of check-out upon a satisfactory inspection by our cleaners and property manager. A security deposit in the amount of {PSDAMT} is required ("Security Deposit") In the event of any damages, Owner will provide Guest with a full accounting of expenses incurred and deductions made from the Security Deposit. Should the damages exceed the amount of the Security Deposit, Guest agrees to pay the balance within five (5) business days after receiving notification. Deductions from Security Deposit may include, but are not limited to: excess cleaning fee, hot tub draining and refilling fee, trash removal fee, missing item replacement costs, damaged item replacement or repair costs, repair costs of buildings or grounds, or other service call fees. Owner is under no obligation to use the least expensive means of restoration.
- 6. Guests must obtain permission from the Owner to have pets on the Rental Property. If permission is not given by the Owner, any pet(s) found in or about the Rental Property will be grounds for expedited eviction and forfeiture of all monies paid.
- 7. Guests must inform the Owner of their intention to bring children and the specific number. A child is defined as any person under the age of 18.
- 8. No refunds will be provided due to inoperable appliances, pools, hot tubs, elevators, etc. The Owner will make every reasonable effort to assure that such appliances will be and remain in good working order. No refunds will be given due to power blackouts, water shortage, flooding, snow, construction at adjacent properties, or mandatory evacuations of the area by county officials due to hurricanes or other potentially dangerous situations arising from acts of god or nature.
- 9. Guest is responsible for all shipping costs for any Lost and Found items that Owner is requested to return to Guest. Items found and not claimed within 30 days will be disposed of at the discretion of Owner.
- 10. If a hot tub or pool is provided at the Rental Property, it will be prepared and tested for proper and safe chemicals prior to or on the day of occupancy. Misuse of a hot tub or pool by the spilling of foreign substances into the pool, i.e. soap, shampoo, oils, glass or metal will result in a Service Call Charge at the sole discretion of Owner. Under no circumstances are pets allowed in pools or hot tubs. Violation of this provision shall be grounds for expedited eviction and forfeiture of all monies paid.
- 11. If linens or towels are rented from Owner or supplied with Rental Property, Guest is responsible for lost or damaged items at the cost of two (2) times the published standard rental price for such damaged or lost linens or towels.

- 12. In the event Owner is unable to make Rental Property available for any reason other than described above or a reasonable substitute as determined by Owner, Guest agrees that Owner's sole liability as a result of this unavailability is to provide a full refund of all monies paid under this Agreement and Guest expressly acknowledges that in no event shall Owner be held liable for any special or consequential damages which result from this unavailability. Guest also agrees to indemnify Owner from and against liability for injury to Guest or any other person occupying Rental Property resulting from any cause whatsoever including, but not limited to, injury sustained as a result of use of the phone, spa, hot tub, sauna, whirlpool tub, pool, exercise equipment, elevator, etc. except only such a personal injury caused by the gross negligence or intentional acts of the Owner.
- 13. Owner may terminate this Agreement upon the **breach** of any of the terms hereof by Guest. Guest shall not be entitled to the return of any rental monies paid under the terms of this Agreement and shall vacate the Property immediately.
- 14. Agreement shall be enforced under the laws of the state within which the Rental Property is located, including any applicable rental acts of that state, and represents the entire Agreement. Any amendments must be in writing and signed by both parties. In the event of a dispute, legal action may only be instituted in the county within which the Rental Property is located. If any part of this Agreement shall be deemed unenforceable by law, that part shall be omitted from this Agreement without affecting the remaining Agreement.
- 15. The Rental Property may offer access to recreational and water activities, including but not limited to canoes, bicycles, and swimming. Guest fully understands and acknowledges that outdoor recreational and water activities have inherent risks, dangers and hazards. Participation in such activities and/or use of equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability. Guest agrees to fully indemnify and hold harmless the Owner and any and all agents, employees, or contractors for any injury or damage caused by these activities, whether caused by the negligence of the Owners, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes foreseeable or unforeseeable. Guest hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the Owners or by any other person. Guest hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Owner and any and all agents, employees, or contractors from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of Rental Property facilities, equipment, or activities. Guest further assumes full responsibility for the actions of any and all persons whom he may allow to enter the property during the rental period and indemnifies Owner from any and all claims arising from such other persons.
- 16. House parties are not allowed as restricted by the City of Isle of Palms. Occupancy and use of the premises shall not be such to disturb or offend other guests, neighbors or local businesses. Owner and property manager reserve the right to terminate this agreement and ask disruptive guests to vacate the premises with due cause. If rental agreement is terminated due to cause, there will be no rental refund. Renter acknowledges that he or she is twenty-five (25) years of age or older. The Owner or Property Manager reserves the right to ask for proper identification at the time of booking and check-in. In the best interest of all parties, the Owner and Property Manager reserve the right to deny occupancy if proper identification is not provided.
- 17. All guests must comply with the Rules and Regulations published by the City of Isle of Palms. These Rules and Regulations are posted at the home and can be obtained online at the City of Isle of Palms website.
- 18. All guests must comply with the IOP Noise Ordinance. The noise ordinance is strictly enforced by IOP Police Department and IOP Escapes Management and prohibits and noise that disturbs the quiet, comfort or repose of any person in any dwelling at any time. Additionally, absolute quiet is required Sunday through Thursday from 10:00 pm to 10:00 am and Friday and Saturday from 11:00 pm to 10:00 am. Any recorded violation of this ordinance is grounds for immediate eviction. If IOP PD is called due to noise complaints or noise violations at the property, all occupants of the home will be asked to permanently vacate the premises by 10:00 am the next morning.
- 19. All bookings will incur a 2.9% processing fee.

- 20. If your property is equipped with an in home residential elevator, elevator access is reserved exclusively for those with mobility issues. In order to ensure the smooth operation and maintenance of the elevator, an additional \$500 security deposit will be charged for its use. This deposit will be refunded at the end of the stay provided that no issues or damages are reported with the elevator or any maintenance or service calls are required. Absolutely no children are permitted in the elevator without an adult over the age of 25.
- 21. Guests agree that by providing your phone number, you agree to receive text messages from IOP Escapes, LLC with information regarding your upcoming stay, important property updates, promotions, and reminders. Message frequency may vary. To opt out, you can reply 'STOP' at any time. Message & data rates may apply.
- 22. IOP Escapes, LLC takes your privacy very seriously and will not share your personal information with any other party, including, but not limited to, automatically gathered data such as e-mail addresses, browser cookies and IP addresses, as well as any information submitted via an electronic form such as name, address, and phone number. If you believe that your information has been compromised in any way by your use of this website or reservation process, please contact us immediately. We will work to resolve the problem as quickly as possible.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, Guest has read and agreed to the following:

I understand the rules and rental conditions upon which I am agreeing to rent accommodations, equipment, and use of the property. I acknowledge and accept that the sole responsibility for safety lies with the participant. In agreeing to this, I acknowledge that outdoor activities and exposure to the natural elements and animals can be dangerous and sometimes result in injury and even death. Steps and decks can be slippery, animals and insects can threaten and infect or injure, exposure to the elements can cause hypothermia, sunburn, among other risks inherent in participating in camping, outdoor and water activities. I know that alcohol and/or drugs do not mix safely with any outdoor activity.

I am over the age of 25 and assume responsibility for those in my charge under the age of {PMINAGE}. I hereby assume all legal responsibility for bodily injury to me or to any person on the property as a result of my visit and use, operation or possession of equipment hired or loaned to me. Acknowledging this, I accept complete responsibility for the minor children and myself in my charge and visit the property and equipment and engage in activities or events at my own risk.

I will abide by the rules and accept these rental conditions:

- The property I rent will be returned in the same condition in which it was rented and I will be responsible for all damage and/or loss that occurs during my rental period.
- I agree to hold harmless and to indemnify the Owner of the Rental Property against all loss, damage, expense and penalty on account of personal injury or property damage to the rental dwellers, the undersigned or to any minor child or children in the charge of the undersigned, howsoever rising, whether by act or acts or failure to act of the employees, owners or animals of the said company or property owners or not.
- I acknowledge receipt of the property in good order and condition (if found otherwise per my arrival I will
 contact Owner immediately) and further agree that the Owner of the Rental Property shall not be liable
 for consequential damages of any kind or nature from whatever cause arising, whether property or
 equipment is loaned or rented.
- I enter into agreement freely with the Owner of the Rental Property at my own risk, acknowledging the risks inherent in indoor and outdoor activities and assume any and all responsibility for the minor children and myself in my charge.
- All parties agree to and will comply with Federal, State and County pollution laws and any other applicable laws and regulations.

All guests are <u>STRONGLY</u> encouraged to purchase <u>trip insurance</u>, especially insurance that will reimburse "for any reason", for any unforeseen circumstances that may arise in that 60 day window. The owner is not responsible to reimburse any fees for any reason within 60 days of check in.